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Attorneys for Plaintiff Marcelo De Jesus Sandoval

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARCELO DE JESUS SANDOVAL, as an
aggrieved employee pursuant to the Private
Attorneys General Act (“PAGA”) , on
behalf of the State of California and other
non-party Aggrieved Employees,

Plaintiff,

vs.

THE GILL CORPORATION, a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 25STCV15611

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

FILED
Superior Court of California
County of Los Angeles
08/21/2025
David W. Slayton, Executive Officer / Clerk of Court
By: M. Arellanes Deputy

1 Plaintiff Marcelo De Jesus Sandoval, as an aggrieved employee and on behalf of the
2 State of California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on June 5, 2025, until judgment (“non-party Aggrieved Employees”).
14 Plaintiff’s share of damages, penalties, and other relief sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play
23 and substantial justice. There is no basis for federal diversity jurisdiction in this action given
24 that the State of California, as the real party in interest in this action, is not a “citizen” for
25 purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118,
26 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to
27 satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
28 and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil

1 penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court, because Defendants filed Statement of
3 Information forms with the California Secretary of State designating a principal place of
4 business in El Monte, County of Los Angeles, in accordance with California Corporations
5 Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court
6 because Defendants employ persons in this county, and employed Plaintiff in this county, and
7 thus a substantial portion of the transactions and occurrences related to this action occurred in
8 this county.

9 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
10 Attorneys General Act of 2004,” authorize aggrieved employees to sue as private attorneys
11 general their current or former employers for various civil penalties for violations of various
12 provisions in the California Labor Code.

13 THE PARTIES

14 6. Plaintiff Marcelo De Jesus Sandoval is a resident of Montebello, in Los
15 Angeles County, California. Defendants employed Plaintiff as an hourly paid, non-exempt
16 employee from approximately September 2024 to February 2025. Plaintiff worked for
17 Defendants as a Packer/Shipper and Saw Operator at their facility in El Monte, California.
18 During his employment, Plaintiff typically worked ten (10) hours per day and five (5) to six
19 (6) days per week. Plaintiff’s primary job duties included, without limitation, assisting the
20 Saw Cutter, configuring sawing equipment to particular dimensions, placing materials to be
21 cut, and cleaning the work area.

22 7. THE GILL CORPORATION was and is, upon information and belief, a
23 California corporation, and at all times hereinafter mentioned, an employer whose employees
24 are engaged throughout this county and the State of California.

25 8. Plaintiff is unaware of the true names or capacities of the Defendants sued
26 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
27 amend the complaint and serve such fictitiously named Defendants once their names and
28 capacities become known.

1 9. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
2 were the partners, agents, owners, or managers of THE GILL CORPORATION, at all relevant
3 times.

4 10. Plaintiff is informed and believes, and thereon alleges, that each and all of the
5 acts and omissions alleged herein was performed by, or is attributable to THE GILL
6 CORPORATION and/or DOES 1 through 10 (collectively, “Defendants” or “TGC”), each
7 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
8 each of the other co-Defendants and was acting within the course and scope of such agency,
9 employment, joint venture, or concerted activity with legal authority to act on the others’
10 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
11 policy of Defendants.

12 11. At all relevant times, Defendants, and each of them, ratified each and every act
13 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
14 and abetted the acts and omissions of each and all the other Defendants in proximately causing
15 the damages herein alleged.

16 12. Plaintiff is informed and believes, and thereon alleges, that each of said
17 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
18 omissions, occurrences, and transactions alleged herein.

19 **PAGA REPRESENTATIVE ALLEGATIONS**

20 13. Defendants are a leading manufacturer of high-performance composite
21 materials and products for the aerospace, transportation, and other industries. Upon
22 information and belief, Defendants maintain a single, centralized Human Resources (“HR”)
23 department at their company headquarters in El Monte, California, which is responsible for
24 the recruiting and hiring of new employees, and communicating and implementing
25 Defendants’ company-wide policies, including timekeeping policies and meal and rest period
26 policies, to employees throughout California.

27 14. In particular, Plaintiff and other non-party Aggrieved Employees, on
28 information and belief, received the same standardized documents and/or written policies.

1 Upon information and belief, the usage of standardized documents and/or written policies,
2 including new-hire documents, indicate that Defendants dictated policies at the corporate level
3 and implemented them company-wide, regardless of their employees' assigned locations or
4 positions. Upon information and belief, Defendants set forth uniform policies and procedures
5 in several documents provided at an employee's time of hire.

6 15. Upon information and belief, Defendants maintain a centralized Payroll
7 department at their company headquarters in El Monte, California, which processes payroll
8 for all non-exempt, hourly paid employees working for Defendants at their various locations
9 in California, including Plaintiff and other non-party Aggrieved Employees. Based upon
10 information and belief, Defendants issue the same formatted wage statements to all non-
11 exempt, hourly paid employees in California, irrespective of their work locations. Upon
12 information and belief, Defendants process payroll for departing employees in the same
13 manner throughout the State of California, regardless of the manner in which each employee's
14 employment ends.

15 16. Defendants continue to employ non-exempt or hourly paid employees in
16 California.

17 17. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
19 and advisors knowledgeable about California labor and wage law, employment and personnel
20 practices, and about the requirements of California law.

21 18. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
22 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
23 were not recorded.

24 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
26 receive certain wages for overtime compensation and that they were not receiving certain
27 wages for overtime compensation.

28 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 receive at least minimum wages for compensation and that they were not receiving at least
3 minimum wages for work that was required to be done off-the-clock. In violation of the
4 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
5 least minimum wages for work done off-the-clock.

6 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
9 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
10 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
11 other non-party Aggrieved Employees were not provided with all meal periods or payment of
12 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
13 uninterrupted, thirty (30) minute meal period.

14 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
16 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
17 payment of one (1) additional hour of pay at their regular rates of pay when they were not
18 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
19 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
20 provided with payment of one (1) additional hour of pay at their regular rates of pay when
21 they were not authorized and permitted to take a compliant rest period.

22 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
24 receive complete and accurate wage statements in accordance with California law. In
25 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
26 were not provided complete and accurate wage statements.

27 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that they had a duty to maintain accurate and complete payroll records in

1 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
2 knowingly, and intentionally failed to do so.

3 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 timely payment of all wages earned upon termination of employment. In violation of the
6 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
7 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
8 and/or meal and rest period premiums, within permissible time periods.

9 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 timely payment of wages during their employment. In violation of the California Labor Code,
12 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
13 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
14 premiums, within permissible time periods.

15 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants knew or should have known that they had a duty to compensate
17 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
18 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
19 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
20 that they were properly denied wages, all in order to increase Defendants' profits.

21 28. At all times herein set forth, PAGA provides that any provision of law under
22 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
23 assessed and collected by the LWDA for violations of the California Labor Code and
24 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
25 civil action brought on behalf of themselves and other current or former employees pursuant
26 to procedures outlined in California Labor Code section 2699.3.

27 29. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
28 "any person who was employed by the alleged violator and personally suffered each of the

violations alleged.”

30. Plaintiff and other current and former employees of Defendants are “aggrieved employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current or former employees and each of the alleged violations were committed against them.

31. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- (a) The aggrieved employee shall give written notice by online filing (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

32. Pursuant to California Labor Code section 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

- 1 (a) The aggrieved employee or representative shall give written notice by
2 online filing to the LWDA and by certified mail to the employer of the
3 specific provisions of the California Labor Code alleged to have been
4 violated (other than those listed in Section 2699.5), including the facts
5 and theories to support the alleged violation.
- 6 (b) An aggrieved employee's notice filed with the LWDA pursuant to
7 2699.3(c) and any employer response to that notice shall be
8 accompanied by a filing fee of seventy-five dollars (\$75).
- 9 (c) The employer may cure the alleged violation within thirty-three (33)
10 calendar days of the postmark date of the notice. The employer shall
11 give written notice by certified mail within that period of time to the
12 aggrieved employee or representative and the agency if the alleged
13 violation is cured, including a description of actions taken, and no civil
14 action pursuant to Section 2699 may commence. If the alleged violation
15 is not cured within the 33-day period, the employee may commence a
16 civil action pursuant to Section 2699.

17 33. On June 5, 2025, Plaintiff provided written notice by online filing to the
18 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
19 Code alleged to have been violated, including facts and theories to support the alleged
20 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
21 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
22 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
23 Plaintiff PAGA Case Number LWDA-CM-1103258-25. A true and correct copy of Plaintiff's
24 written notice to the LWDA and Defendants are attached hereto as "Exhibit 1."

25 34. As of the filing date of this complaint, over 65 days have passed since Plaintiff
26 sent the written notice described above, and the LWDA has not responded that it intends to
27 investigate Plaintiff's claims, and Defendants have not cured the violations.

28 35. Thus, Plaintiff has satisfied the administrative prerequisites under California

1 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
2 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
3 1174(d), 1182.12, 1194, 1197, and 1198.

4 36. Labor Code section 558(a) provides “[a]ny employer or other person acting on
5 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
6 provision regulating hours and days of work in any order of the Industrial Welfare
7 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
8 dollars (\$50) for each underpaid employee for each pay period for which the employee was
9 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
10 underpaid employee for each pay period for which the employee was underpaid” Labor
11 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
12 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
13 as a private attorney general, seeks assessment and collection of civil penalties under Labor
14 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
15 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
16 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
17 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
18 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
19 applicable IWC Wage Order.

20 37. Defendants, at all times relevant to this complaint, were employers or persons
21 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
22 Employees’ rights by violating various sections of the California Labor Code as set forth
23 above.

24 38. As set forth below, Defendants have violated numerous provisions of both the
25 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
26 Order.

27 39. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
28 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public

1 interest as a private attorney general, seeks assessment and collection of civil penalties and
2 injunctive relief for himself, all other non-party Aggrieved Employees, and the State of
3 California against Defendants for violations of California Labor Code sections 201, 202, 204,
4 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, and 1198.

5 **FIRST CAUSE OF ACTION**

6 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

7 **(Against all Defendants)**

8 40. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
9 and every allegation set forth above.

10 41. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
11 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
12 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
13 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover
14 civil penalties for violations of those Labor Code sections not found in section 2699.5,
15 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, and 1197.

16 42. Defendants' conduct, as alleged herein, violates numerous sections of the
17 California Labor Code, including, but not limited to, the following:

- 18 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
19 Wage Order for Defendants' failure to compensate Plaintiff and other
20 non-party Aggrieved Employees with all required overtime pay, as set
21 forth below;
- 22 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
23 the applicable IWC Wage Order for Defendants' failure to compensate
24 Plaintiff and other non-party Aggrieved Employees with at least
25 minimum wages for all hours worked, as set forth below;
- 26 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
27 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
28 and other non-party Aggrieved Employees with meal periods, as set

1 forth below;

2 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
3 applicable IWC Wage Order for Defendants' failure to authorize and
4 permit Plaintiff and other non-party Aggrieved Employees to take rest
5 periods, as set forth below;

6 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
7 IWC Wage Order for failure to provide accurate and complete wage
8 statements to Plaintiff and other non-party Aggrieved Employees, as set
9 forth below;

10 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
11 IWC Wage Order for failure to maintain payroll records, as set forth
12 below;

13 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
14 earned wages upon termination, as set forth below; and

15 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
16 during employment, as set forth below.

17 **FAILURE TO PAY OVERTIME**

18 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

19 43. Labor Code section 1198 makes it illegal to employ an employee under
20 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
21 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
22 shall be the . . . standard conditions of labor for employees. The employment of any employee
23 . . . under conditions of labor prohibited by the order is unlawful.”

24 44. California Labor Code section 1198 and the applicable IWC Wage Order
25 provide that it is unlawful to employ persons without compensating them at a rate of pay
26 either time-and-one-half or two-times that person's regular rate of pay, depending on the
27 number of hours worked by the person on a daily or weekly basis.

28 45. Specifically, the applicable IWC Wage Order provides that Defendants are and

1 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
2 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
3 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
4 (40) hours in a workweek.

5 46. The applicable IWC Wage Order further provides that Defendants are and were
6 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
7 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
8 An employee's regular rate of pay includes all remuneration for employment paid to, or on
9 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

10 47. California Labor Code section 510 codifies the right to overtime compensation
11 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
12 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
13 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
14 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
15 in a day on the seventh (7th) day of work.

16 48. During the relevant time period, Defendants willfully failed to pay all overtime
17 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
18 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
19 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
20 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
21 not recorded.

22 49. First, Defendants had, and continue to have, a company-wide policy and/or
23 practice requiring Plaintiff and other non-party Aggrieved Employees to perform work-related
24 tasks while off-the-clock before their shifts and during meal periods, because Defendants did
25 not provide a means to account for this time. For example, Defendants only provided Plaintiff
26 and other non-party Aggrieved Employees with one (1) timekeeping machine to clock in and
27 out for their shifts and meal periods, thus forcing Plaintiff and other non-party Aggrieved
28 Employees to wait in line off-the-clock and under Defendants' control, time which they were

1 not paid. Moreover, the timekeeping machine was located in the back of the building which
2 was located a 3-4-minute walk away from the building entrance and a 5-minute walk away
3 from the breakroom, thus exacerbating the amount of time Plaintiff and other non-party
4 Aggrieved Employees spent off-the-clock and under Defendants' control, time for which they
5 were not paid. For example, Plaintiff would report to work at the start of his scheduled shift,
6 walk 3-4 minutes to the timekeeping machine, then sometimes be required to wait in a line of
7 employees for an additional 2-3 minutes before he was able to clock in, time for which he was
8 not paid. Further, the location of Defendants' lone timekeeping machine also forced Plaintiff
9 and other non-party Aggrieved Employees to walk to and wait in line off-the-clock and under
10 Defendants' control in order to clock back in from their unpaid meal periods. Thus,
11 Defendants failed to track all of the time that employees spent performing work-related tasks
12 before their shifts and during unpaid meal periods, and Plaintiff and other non-party
13 Aggrieved Employees received no compensation for this time.

14 50. Second, Defendants maintained a company-wide on-premises meal period
15 policy, which effectively required that Plaintiff and other non-party Aggrieved Employees
16 remain on Defendants' premises during their unpaid meal periods. Because Plaintiff and other
17 non-party Aggrieved Employees were restricted from leaving the premises during meal
18 periods, they were denied the ability to use their meal periods freely for their own purposes.
19 For example, Plaintiff and other non-party Aggrieved Employees were unable to run personal
20 errands because they were unable to leave the work premises. Thus, Defendants effectively
21 maintained control over Plaintiff and other non-party Aggrieved Employees during their
22 unpaid meal periods.

23 51. Defendants knew or should have known that as a result of these company-wide
24 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
25 their assigned duties off-the-clock before their shifts and during meal periods, and were
26 suffered or permitted to perform work for which they were not paid. Because Plaintiff and
27 other non-party Aggrieved Employees worked shifts of eight (8) hours or more a day, or forty
28 (40) hours a week or more, some of this off-the-clock work qualified for overtime premium

1 pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime
2 wages for all of the overtime hours they actually worked.

3 52. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
4 the balance of overtime compensation as required by California law, violates the provisions of
5 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
6 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
7 558 and/or 2699(a), (f), and (k).

8 **FAILURE TO PAY MINIMUM WAGES**

9 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

10 53. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
11 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
12 to be paid to employees, and the payment of a wage less than the minimum so fixed is
13 unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as "the time
14 during which an employee is subject to the control of an employer, and includes all the time
15 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code
16 Regs. tit. 8, § 11010(2)(G) (defining "Hours Worked").

17 54. As stated, Defendants had, and continue to have, a company-wide policy and/or
18 practice of failing to pay Plaintiff and other non-party Aggrieved Employees for actual hours
19 worked, such as requiring Plaintiff and other non-party Aggrieved Employees to walk to and
20 wait in line for a timekeeping machine to clock in for their scheduled shifts and from their
21 unpaid meal periods, because these hours were not recorded. Moreover, as also stated, due to
22 Defendants' company-wide policy requiring employees to stay on the work premises during
23 meal periods, Plaintiff and other non-party Aggrieved Employees were not relieved of all
24 duties during unpaid meal periods.

25 55. Defendants did not pay minimum wages for all hours worked by Plaintiff and
26 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
27 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
28 those hours worked off-the-clock in violation of California Labor Code sections 1182.12,

1 1194, 1197, and 1198.

2 56. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
3 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
4 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
5 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

6 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
7 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

8 57. At all relevant times herein set forth, California Labor Code section 512(a)
9 provides that an employer may not require, cause, or permit an employee to work for a period
10 of more than five (5) hours per day without providing the employee with a meal period of not
11 less than thirty (30) minutes, except that if the total work period per day of the employee is
12 not more than six (6) hours, the meal period may be waived by mutual consent of both the
13 employer and the employee. Under California law, first meal periods must start after no more
14 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

15 58. At all relevant times herein set forth, California Labor Code sections 226.7,
16 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
17 meal period mandated by an applicable order of the IWC.

18 59. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a),
19 and the applicable IWC Wage Order also require employers to provide a second meal period
20 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
21 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
22 total hours worked is no more than twelve (12) hours, the second meal period may be waived
23 by mutual consent of the employer and the employee only if the first meal period was not
24 waived.

25 60. First, as stated, Plaintiff and other non-party Aggrieved Employees worked
26 during meal periods by having to walk from the breakroom to the timekeeping machine and
27 spend time waiting in line to clock in from their meal periods due to the lack of enough
28 timekeeping machines. For example, Plaintiff would have to walk five (5) minutes from the

1 breakroom to the timekeeping machine, then sometimes be required to wait in a line of
2 employees for an additional 2-3 minutes before he was able to clock back in from his meal
3 period, resulting in Plaintiff's meal periods being cut short.

4 61. Second, as stated, Defendants maintained a company-wide on-premises meal
5 period policy, which effectively required that Plaintiff and other non-party Aggrieved
6 Employees remain on the work premises during their meal periods. Because Plaintiff and
7 other non-party Aggrieved Employees were restricted from leaving the premises during meal
8 periods, they were denied the ability to use their meal periods freely for their own purposes,
9 such as running personal errands. Thus, Defendants effectively maintained control over
10 Plaintiff and other non-party Aggrieved Employees during meal periods.

11 62. Defendants' practices and policies prevented Plaintiff and other non-party
12 Aggrieved Employees from taking all compliant meal periods to which they were entitled. As
13 a result, Plaintiff and other non-party Aggrieved Employees had to work through all or part of
14 their meal periods, had their meal periods interrupted, and/or had to wait extended periods of
15 time before taking meal periods. Plaintiff and other non-party Aggrieved Employees did not
16 sign valid meal period waivers on days that they were entitled to meal periods and were not
17 relieved of all duties.

18 63. At all times herein mentioned, Defendants knew or should have known that, as
19 a result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented
20 from being relieved of all duties and required to perform some of their assigned duties during
21 meal periods. Defendants further knew or should have known that Defendants did not pay
22 Plaintiff and other non-party Aggrieved Employees all meal period premiums when meal
23 periods were missed, shortened, interrupted, and/or late.

24 64. Moreover, Defendants engaged in a company-wide practice and/or policy of
25 not paying meal period premiums owed when compliant meal periods are not provided.
26 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
27 have not received premium pay for all missed, late, and interrupted meal periods. As a result,
28 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant

1 meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed
2 to pay the full meal period premiums due.

3 65. Defendants' conduct violates the applicable IWC Wage Order, and California
4 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
5 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
6 558 and/or 2699(a), (f), and (k).

7 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
8 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

9 66. At all relevant times herein set forth, the applicable IWC Wage Order and
10 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
11 non-party Aggrieved Employees' employment by Defendants.

12 67. At all relevant times, the applicable IWC Wage Order provides that "[e]very
13 employer shall authorize and permit all employees to take rest periods, which insofar as
14 practicable shall be in the middle of each work period" and that the "rest period time shall be
15 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
16 hours or major fraction thereof" unless the total daily work time is less than three and one-half
17 (3 ½) hours.

18 68. At all relevant times, California Labor Code section 226.7 provides that no
19 employer shall require an employee to work during any rest period mandated by an applicable
20 order of the California IWC. To comply with its obligation to authorize and permit rest
21 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
22 employer must "relinquish any control over how employees spend their break time, and
23 relieve their employees of all duties—including the obligation that an employee remain on
24 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
25 *Inc.*, 2 Cal. 5th 257, 273 (2016).

26 69. Pursuant to the applicable IWC Wage Order and California Labor Code section
27 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
28 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a

1 required rest period was not authorized and permitted.

2 70. During the relevant time period, Defendants regularly failed to authorize and
3 permit Plaintiff and other non-party Aggrieved Employees to take a compliant ten (10) minute
4 rest period per each four (4) hour period worked or major fraction thereof. Defendants
5 maintained and implemented, on a company-wide basis, a non-compliant written rest period
6 policy that prevented Plaintiff and other non-party Aggrieved Employees from taking
7 compliant rest periods. Defendants' non-compliant policy fails to correctly state the timing of
8 when rest periods must occur. The policy states, in relevant part: "[F]or an 8 hour shift you
9 are entitled to 2 rest breaks . . ." However, under California law, an employee is entitled to
10 rest periods for every four (4) hours worked *or major fraction thereof*. Thus, Defendants'
11 written rest period policy is non-compliant on its face, as it fails to authorize and permit
12 employees to take a first rest period for shifts between 3.5 and 6 hours.

13 71. Furthermore, upon information and belief, during the relevant time period,
14 Defendants maintained a company-wide on-premises rest period policy, which effectively
15 required that Plaintiff and other non-party Aggrieved Employees remain on the facility
16 premises during their rest periods. Because Plaintiff and other non-party Aggrieved
17 Employees were restricted from leaving the premises during rest periods, they were denied the
18 ability to use their rest periods freely for their own purposes, such as running personal errands.
19 Thus, Defendants effectively maintained control over Plaintiff and other non-party Aggrieved
20 Employees during rest periods. As a result of Defendants' practices and policies, Plaintiff
21 and/or other non-party Aggrieved Employees worked shifts in excess of 3.5 hours, in excess
22 of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to
23 which they were entitled.

24 72. Defendants have also engaged in a company-wide practice and/or policy of not
25 paying rest period premiums owed when compliant rest periods are not authorized and
26 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
27 Employees have not received premium pay for non-compliant rest periods. As a result,
28 Defendants denied Plaintiff and other non-party Aggrieved Employees rest periods and failed

1 to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and
2 the applicable IWC Wage Order.

3 73. Defendants' conduct violates the applicable IWC Wage Order and California
4 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
5 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
6 558 and/or 2699(a), (f), and (k).

7 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
8 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

9 74. At all relevant times herein set forth, California Labor Code section 226(a)
10 provides that every employer shall furnish each of his or her employees an accurate and
11 complete itemized wage statement in writing, including, but not limited to, the name and
12 address of the legal entity that is the employer, the inclusive dates of the pay period, total
13 hours worked, and all applicable rates of pay.

14 75. At all relevant times, Defendants have knowingly and intentionally provided
15 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
16 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
17 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total
18 hours worked; net wages earned; and all applicable hourly rates in effect during the pay
19 period, including rates of pay for overtime wages, and the corresponding number of hours
20 worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2),
21 226(a)(5), and 226(a)(9).

22 76. Because Defendants did not record the time Plaintiff and other non-party
23 Aggrieved Employees spent working off the clock, Defendants did not list the correct amount
24 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in
25 compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to
26 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
27 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of
28 pay in effect during the pay period and the corresponding accurate number of hours worked at

1 each hourly rate, in violation of section 226(a)(9).

2 77. The wage statement deficiencies also include, among other things, failing to list
3 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
4 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
5 for which aggrieved employees were paid; failing to list the name of the employee and only
6 the last four digits of his or her social security number or an employee identification number
7 other than a social security number; failing to list the name and address of the legal entity that
8 is the employer; and/or failing to state all hours worked as a result of not recording or stating
9 hours worked off-the-clock.

10 78. California Labor Code section 1174(d) provides that “[e]very person employing
11 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
12 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
13 plants or establishments at which employees are employed, payroll records showing the hours
14 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
15 applicable piece rate paid to, employees employed at the respective plants or
16 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
17 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
18 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
19 as a result of failing to record the off-the-clock hours that they worked.

20 79. California Labor Code section 1198 provides that the maximum hours of work
21 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
22 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
23 employment of any employees for longer hours than those fixed by the order or under
24 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
25 Wage Order, employers are required to keep accurate time records showing when the
26 employee begins and ends each work period and meal period. During the relevant time
27 period, Defendants engaged in company-wide practices and/or policies of failing to record
28 actual hours worked, and thereby failed to keep accurate records of work period and meal

1 period start and end times for Plaintiff and other non-party Aggrieved Employees, in violation
2 of section 1198.

3 80. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),
4 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
5 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

6 **FAILURE TO PAY WAGES UPON TERMINATION**

7 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

8 81. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
9 that if an employer discharges an employee, the wages earned and unpaid at the time of
10 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
11 her employment, his or her wages shall become due and payable not later than seventy-two
12 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
13 his or her intention to quit, in which case the employee is entitled to his or her wages at the
14 time of quitting.

15 82. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
16 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
17 above, including but not limited to, overtime wages, minimum wages, and/or meal and rest
18 period premiums, either at the time of discharge, or within seventy-two (72) hours of their
19 leaving Defendants' employ.

20 83. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
21 who are no longer employed by Defendants their wages earned and unpaid at the time of
22 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
23 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
24 therefore entitled to recover civil penalties pursuant to California Labor Code sections 256
25 and/or 2699(a), (f), and (k).

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1 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

2 **VIOLATION OF LABOR CODE SECTION 204**

3 84. At all times relevant herein set forth, Labor Code section 204 provides that all
4 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
5 days, inclusive, of any calendar month, other than those wages due upon termination of an
6 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
7 the month during which the labor was performed. Labor Code section 204 further provides
8 that all wages earned by any person in any employment between the sixteenth (16th) and the
9 last day, inclusive, of any calendar month, other than those wages due upon termination of an
10 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
11 month.

12 85. At all times relevant herein, Labor Code section 204 provides that all wages
13 earned for labor in excess of the normal work period shall be paid no later than the payday for
14 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
15 204 provides that the requirements of this section are deemed satisfied by the payment of
16 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
17 seven (7) calendar days following the close of the payroll period.

18 86. During the relevant time period, Defendants willfully failed to pay Plaintiff and
19 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
20 wages, minimum wages, and/or meal and rest period premiums, within the time periods
21 specified by California Labor Code section 204.

22 87. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
23 all wages due violates Labor Code section 204. Plaintiff and other non-party Aggrieved
24 Employees are therefore entitled to recover civil penalties pursuant to California Labor Code
25 sections 210 and/or 2699(a), (f), and (k).

26 **REQUEST FOR JURY TRIAL**

27 Plaintiff requests a trial by jury.

28 **PRAYER FOR RELIEF**

1 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
2 against Defendants, jointly and severally, as follows:

3 1. For civil penalties, injunctive relief, and attorneys' fees in excess of thirty-five
4 thousand dollars (\$35,000). Plaintiff reserves the right to amend his prayer for relief to seek a
5 different amount.

6 **As to the First Cause of Action**

7 2. That the Court declare, adjudge, and decree that Defendants violated the
8 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
9 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
10 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
11 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
12 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
13 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
14 earned wages upon termination); and 204 (by failing to timely pay all earned wages during
15 employment);

16 3. For civil penalties pursuant to the California Labor Code, including sections
17 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code
18 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, and
19 1198;

20 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
21 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
22 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, and
23 1198;

24 5. For attorneys' fees and for costs pursuant to California Labor Code section
25 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
26 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
27 1197, 1198

28 6. For pre-judgment interest and post-judgment interest as provided by law; and

1 7. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: August 21, 2025

Respectfully submitted,

5 Capstone Law APC

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7 By: 

Orlando Villalba
Helga Hakimi
Jaime Castaneda

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9 Attorneys for Plaintiff Marcelo De Jesus
10 Sandoval
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EXHIBIT “1”



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June 5, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Marcelo De Jesus Sandoval v. The Gill Corporation*

Dear PAGA Administrator:

This office represents Marcelo De Jesus Sandoval in connection with his claims under the California Labor Code. Mr. Sandoval was an employee of THE GILL CORPORATION ("TGC").

The employer may be contacted directly at the address below:

THE GILL CORPORATION
4056 EASY STREET
EL MONTE, CA 91731

Mr. Sandoval intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Sandoval seeks relief on behalf of himself, the State of California, and other persons who are or were employed by TGC as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

TGC employed Mr. Sandoval as an hourly paid, non-exempt employee from approximately September 2024 to February 2025. Mr. Sandoval worked for TGC as a Packer/Shipper and Saw Operator at its facility in El Monte, California. During his employment, Mr. Sandoval typically worked ten (10) hours per day and five (5) to six (6) days per week. At the time Mr. Sandoval's employment with TGC ended, he earned approximately \$21.00 per hour. His job duties included, without limitation, assisting the Saw Cutter, configuring sawing equipment to particular dimensions, placing materials to be cut, and cleaning the work area.

TGC has committed each of the following Labor Code violations against Mr. Sandoval, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

TGC’s Company-Wide and Uniform Payroll and HR Practices

THE GILL CORPORATION is a California corporation that manufactures high-performance composite materials and products for the aerospace, transportation, and other industries. Upon information and belief, TGC maintains a single, centralized Human Resources (HR) department at its corporate headquarters in El Monte, California, for all non-exempt, hourly paid employees working for TGC in California, including Mr. Sandoval and other aggrieved employees. At all relevant times, TGC issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Sandoval and other aggrieved employees, regardless of their location or position.

Upon information and belief, TGC maintains a centralized Payroll department at its corporate headquarters in El Monte, California, which processes payroll for all non-exempt, hourly paid employees working for TGC in California, including Mr. Sandoval and other aggrieved employees. Further, TGC issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Mr. Sandoval and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, TGC utilized the same methods and formulas when calculating wages due to Mr. Sandoval and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

TGC willfully failed to pay all overtime wages owed to Mr. Sandoval and other aggrieved employees. During the relevant time period, Mr. Sandoval and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

¹ These facts, theories, and claims are based on Mr. Sandoval’s experience and counsel’s review of those records currently available relating to Mr. Sandoval’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Sandoval reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

First, during the relevant time period, TGC had, and continues to have, a company-wide policy and/or practice of requiring Mr. Sandoval and other aggrieved employees to perform work-related tasks while off-the-clock before their shifts and during meal periods, because TGC did not provide a means to account for this time. For example, TGC only provided Mr. Sandoval and other aggrieved employees with one (1) timekeeping machine to clock in and out for their shifts and meal periods, thus forcing Mr. Sandoval and other aggrieved employees to wait in line off-the-clock and under TGC's control, time which they were not paid. Moreover, the timekeeping machine was located in the back of the building which was located a 3-4-minute walk away from the building entrance and a 5-minute walk away from the breakroom, thus exacerbating the amount of time Mr. Sandoval and other aggrieved employees spent off-the-clock and under TGC's control, time for which they were not paid. For example, Mr. Sandoval would report to work at the start of his scheduled shift, walk 3-4 minutes to the timekeeping machine, then sometimes be required to wait in a line of employees for an additional 2-3 minutes before he was able to clock in, time for which he was not paid. Further, the location of TGC's lone timekeeping machine also forced Mr. Sandoval and other aggrieved employees to walk to and wait in line off-the-clock and under TGC's control in order to clock back in from their unpaid meal periods. Thus, TGC failed to track all of the time that employees spent performing work-related tasks before their shifts and during unpaid meal periods, and Mr. Sandoval and other aggrieved employees received no compensation for this time.

Second, TGC maintained a company-wide on-premises meal period policy, which effectively required that Mr. Sandoval and other aggrieved employees remain on TGC's premises during their unpaid meal periods. Because Mr. Sandoval and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. For example, Mr. Sandoval and other aggrieved employees were unable to run personal errands because they were unable to leave the work premises. Thus, TGC effectively maintained control over Mr. Sandoval and other aggrieved employees during their unpaid meal periods.

TGC knew or should have known that as a result of these company-wide practices and/or policies, Mr. Sandoval and other aggrieved employees were performing their assigned duties off-the-clock before their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Sandoval and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Sandoval and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

TGC's failure to pay Mr. Sandoval and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Sandoval and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring TGC into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as "the

time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. tit. 8, § 11010(2)(G) (defining “Hours Worked”).

As stated, TGC had, and continue to have, a company-wide policy and/or practice of failing to pay Mr. Sandoval and other aggrieved employees for actual hours worked, such as requiring Mr. Sandoval and other aggrieved employees to walk to and wait in line for a timekeeping machine to clock in for their scheduled shifts and from their unpaid meal periods, because these hours were not recorded. Moreover, as also stated, due to TGC’s company-wide policy requiring employees to stay on the work premises during meal periods, Mr. Sandoval and other aggrieved employees were not relieved of all duties during unpaid meal periods.

TGC did not pay at least minimum wages for all hours worked by Mr. Sandoval and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, TGC did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, TGC regularly failed to pay at least minimum wages to Mr. Sandoval and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Sandoval and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring TGC into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee’s regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, as stated, Mr. Sandoval and other aggrieved employees worked during meal periods by having to walk from the breakroom to the timekeeping machine and spend time waiting in line to clock in from their meal periods due to the lack of enough timekeeping machines. For example, Mr. Sandoval would have to walk five (5) minutes from the breakroom to the timekeeping machine, then sometimes be required to wait in a line of employees for an additional 2-3 minutes before he was able to clock back in from his meal period, resulting in Mr. Sandoval's meal periods being cut short.

Second, as stated, TGC maintained a company-wide on-premises meal period policy, which effectively required that Mr. Sandoval and other aggrieved employees remain on the work premises during their meal periods. Because Mr. Sandoval and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, TGC effectively maintained control over Mr. Sandoval and other aggrieved employees during meal periods.

TGC's practices and policies prevented Mr. Sandoval and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Sandoval and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. Mr. Sandoval and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, TGC knew or should have known that, as a result of these policies, Mr. Sandoval and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted during meal periods. TGC further knew or should have known that TGC did not pay Mr. Sandoval and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, TGC engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Sandoval and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, TGC failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Sandoval and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring TGC into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)

hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, TGC regularly failed to authorize and permit Mr. Sandoval and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. TGC maintained and implemented, on a company-wide basis, a non-compliant written rest period policy that prevented Mr. Sandoval and other aggrieved employees from taking compliant rest periods. TGC’s non-compliant policy fails to correctly state the timing of when rest periods must occur. The policy states, in relevant part: “[F]or an 8 hour shift you are entitled to 2 rest breaks . . .” However, under California law, an employee is entitled to rest periods for every four (4) hours worked *or major fraction thereof*. Thus, TGC’s written rest period policy is non-compliant on its face, as it fails to authorize and permit employees to take a first rest period for shifts between 3.5 and 6 hours.

Furthermore, upon information and belief, during the relevant time period, TGC maintained a company-wide on-premises rest period policy, which effectively required that Mr. Sandoval and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Sandoval and aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, TGC effectively maintained control over Mr. Sandoval and aggrieved employees during rest periods. As a result of TGC’s practices and policies, Mr. Sandoval and/or aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.

TGC has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Sandoval and other aggrieved employees have not received premium pay for non-compliant rest periods.

Accordingly, TGC failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Sandoval and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring TGC into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. TGC has not provided Mr. Sandoval and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for

the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, TGC has knowingly and intentionally provided Mr. Sandoval and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, TGC issued uniform wage statements to Mr. Sandoval and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, TGC violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because TGC did not record the time Mr. Sandoval and other aggrieved employees spent working off-the-clock, TGC did not list the correct amount of gross wages and net wages earned by Mr. Sandoval and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, TGC failed to accurately list the total number of hours worked by Mr. Sandoval and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), TGC willfully failed to maintain accurate payroll records for Mr. Sandoval and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period.

During the relevant time period, TGC engaged in company-wide practices and/or policies of failing to keep accurate records of work period and meal period start and end times for Mr. Sandoval and other aggrieved employees, in violation of section 1198.

Because TGC failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Sandoval and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Sandoval and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Sandoval and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring TGC into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, TGC failed to pay Mr. Sandoval and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Sandoval and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring TGC into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

TGC willfully failed to pay Mr. Sandoval and other aggrieved employees who are no longer employed by TGC all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving TGC's employ.

Mr. Sandoval and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring TGC into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." TGC, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Sandoval's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Sandoval seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Sandoval, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against TGC for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

Therefore, on behalf of all aggrieved employees, Mr. Sandoval seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

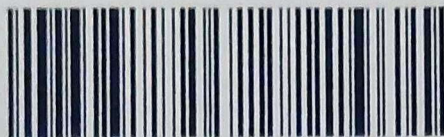
Best Regards,

A handwritten signature in black ink that reads "Sairah Budhwani". The signature is written in a cursive, flowing style with a small dot at the end.

Sairah Budhwani

Copy: THE GILL CORPORATION (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **August 21, 2025**, I served the document described as: **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

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☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **August 21, 2025**, at Los Angeles, California.

Riley McIntire
Type/Print Name

Signature